

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CECIL O. HARVEY a/k/a DAVID GRANT,

Plaintiff,

-against-

CITY OF NEW YORK; WARDEN JOHN DOE, Rikers Island; DEPUTY WARDEN JOHN DOE, Otis Bantum Correctional Center; MOVEMENT CAPTAIN JOHN DOE, Otis Bantum Correctional Center; DEPUTY WARDEN JOHN DOE, North Infirmary Command West Facility; MOVEMENT CAPTAIN JOHN DOE, North Infirmary Command West Facility; DEPUTY WARDEN JOHN DOE, George Motchan Detention Center; MOVEMENT CAPTAIN JOHN DOE, George Motchan Detention Center,

Defendants.

STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE

07 CV 0343 (NG)(LB)

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ JUN 12 2009 ★

BROOKLYN OFFICE

WHEREAS, plaintiff CECIL HARVEY commenced this action *pro se* by filing a complaint on or about December 26, 2006, alleging, *inter alia*, that defendants violated his federal civil rights; and

WHEREAS, plaintiff was directed by the Court to file an amended complaint, which was filed *pro se* on or about January 16, 2007; and

WHEREAS, plaintiff filed *pro se* two more amended complaints, on or about August 31, 2007, and May 9, 2008, respectively; and

WHEREAS, plaintiff retained counsel and filed a final amended complaint on or about October 30, 2008; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff CECIL HARVEY the total sum of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the defendants, including, but not limited to, CITY OF NEW YORK; WARDEN JOHN DOE, Rikers Island; DEPUTY WARDEN JOHN DOE, Otis Bantum Correctional Center; MOVEMENT CAPTAIN JOHN DOE, Otis Bantum Correctional Center; DEPUTY WARDEN JOHN DOE, North Infirmary Command West Facility; MOVEMENT CAPTAIN JOHN DOE, North Infirmary Command West Facility; DEPUTY WARDEN JOHN DOE, George Motchan Detention Center; MOVEMENT CAPTAIN JOHN DOE, George Motchan Detention Center, any individuals identified in plaintiff's original complaint and the subsequent amendments thereto, their successors or assigns, and to release the defendants and any present or former officials, employees, representatives and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.
3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens or an Affidavit Concerning Liens, whichever applies.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United

States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

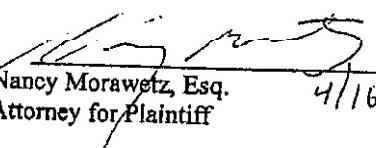
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Department of Correction.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
4/20, 2009

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By: 
Nancy Morawetz, Esq.
Attorney for Plaintiff
4/16/2009

By: 
Maurice L. Hudson
Assistant Corporation Counsel

SO ORDERED:

s/NG

Honorable Nina Gershon
United States District Judge

5-4-09